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Contract Database Metadata Elements

Title: **Jordan-Elbridge Central School District and Service Employees International Union (SEIU), AFL-CIO, Local 200 United (Custodial Workers, Teacher Aides/Assistants, Clerical Workers, Food Service) (2002)**

Employer Name: **Jordan-Elbridge Central School District**

Union: **Service Employees International Union (SEIU), AFL-CIO**

Local: **200 United (Custodial Workers, Teacher Aides/Assistants, Clerical Workers, Food Service)**

Effective Date: **07/01/02**

Expiration Date: **06/30/05**

Number of Pages: **64**

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2002 - 2005

**AGREEMENT BETWEEN THE
JORDAN-ELBRIDGE CENTRAL SCHOOL DISTRICT**

AND THE

**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 200 UNITED, AFL-CIO**

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

82

TABLE OF CONTENTS

| ARTICLE | | <u>PAGE</u> |
|---------|--|-------------|
| I | NEGOTIATING UNIT | 4 |
| II | NEGOTIATIONS PROCEDURE | 5 |
| III | GRIEVANCE PROCEDURE | 8 |
| IV | TEMPORARY LEAVES OF ABSENCE | 13 |
| V | EXTENDED LEAVES OF ABSENCE | 18 |
| VI | VACATIONS AND HOLIDAYS | 20 |
| VII | HOURS OF WORK AND OVERTIME | 22 |
| VIII | EMPLOYEE EVALUATION | 23 |
| IX | DATA AND RECORDS | 24 |
| X | VACANCIES, PROMOTIONS AND TRANSFERS | 25 |
| XI | SENIORITY | 26 |
| XII | INSURANCE | 27 |
| | Section 1. Health Insurance | 27 |
| | Section 2. Prescription Card | 27 |
| | Section 3. Health Insurance Retirees | 28 |
| | Section 4. Dental Insurance | 28 |
| XIII | PROVISION OF COUNSEL FOR DEFENSE OF LAWSUITS | 29 |
| XIV | UNION RIGHTS and DUES DEDUCTIONS | 30 |
| XV | SALARIES AND ALLOWANCES | 32 |
| | Section 1. Salaries 2002-03, 2003-04, and | |

| <u>ARTICLE</u> | | <u>PAGE</u> |
|----------------|--|-------------|
| | 2004-05 | 32 |
| | Section 2. Local Retirement Benefit | 32 |
| | Section 3. Tuition Reimbursement | 32 |
| | Section 4. Uniforms for Custodial Worker | 33 |
| | Section 5. Uniforms for Food Service Workers | 33 |
| | Section 6. Proration of Benefits | 33 |
| XVI | MANAGEMENT RIGHTS | 34 |
| XVII | SCOPE OF AGREEMENT | 35 |
| XVIII | DURATION OF AGREEMENT | 36 |
| APPENDIX A | Salary 2002-03, 2003-04, and 2004-05 Teacher Aides | 37 |
| APPENDIX B | Salary 2002-03, 2003-04, and 2004-05 Stenographer I / Typist II, Clerk II | 39 |
| APPENDIX C | Salary 2002-03, 2003-04, and 2004-05 Typist I | 40 |
| APPENDIX D | Salary , 2002-03, 2003-04, and 2004-05 Custodial | 41 |
| APPENDIX E | Salary , 2002-03, 2003-04, and 2004-05 Food Service Workers | 42 |
| APPENDIX F | Salary, 2002-03, 2003-04, and 2004-05 Teaching Assistants | 43 |
| APPENDIX G | Sick Leave Bank Authorization Form | 45 |
| | Memorandums of Understanding | 47 |

ARTICLE I NEGOTIATING UNIT

Section 1.

The Board of Education of the Jordan-Elbridge Central School District acknowledges the Order of the Public Employment Relations Board in Case Numbers C-3326 and C-3327 which certified the Service Employees International Union, Local 200U, AFL-CIO (now Local 200 United) as the exclusive representative of the employees in the identified negotiating unit.

Section 2. Negotiating Unit

Included: All regularly employed full-time and part-time clerical staff including typists, typist II, clerks, account clerks, stenographers, teacher aides, teaching assistant, and custodial worker I and food service worker.

Excluded: Secretary to the Superintendent, Secretary to the Assistant Superintendent for Business, Secretary to the Assistant Superintendent for Curriculum and Instruction, Accounts Payable Clerk, Payroll Clerk, the Treasurer, casual, temporary and substitute personnel, custodial worker II, and all other employees.

ARTICLE II NEGOTIATIONS PROCEDURE

Section 1. Negotiations of Written Agreements

- 1.1 The employer shall enter into negotiations with each representative organization which has been recognized by the employer in accordance with procedures under Article 14 of the Civil Service Law, within 30 days subsequent to the date of such recognition, or at such later date as may be mutually agreed upon between the employer and the representative organization, for the purpose of negotiating a written agreement in respect of the terms and conditions of employment of the employees of the unit represented by such organization, and the settlement of their grievances.
- 1.2 Every negotiated agreement resulting from negotiations held pursuant to Section 1.1 of these procedures shall be dated and signed by the employer, in the same manner as other contracts on behalf of the employer are executed, and shall be signed for the representative organization by the authorized officers of such organization. The negotiated agreement shall specify the date on which such agreement shall take effect and the date when the same shall expire; provided, however, that the agreement may provide that the provisions thereof relating to the terms and conditions of employment for employees covered thereunder shall remain in full force and effect after the expiration date established in the agreement and until a new or different negotiated agreement has been entered into between the employer and the recognized employees' organization representing the employees of the negotiating unit, but not for more than six months subsequent to the expiration date established in the negotiated agreement.
- 1.3 Each negotiated agreement may include any or all terms and conditions of employment with respect to the employee of the negotiating unit; and it may also include any procedures for the administration of grievances.
- 1.4 Each negotiated agreement shall remain in full force and effect for the entire term specified in such agreement, and no modification, alteration, or change in the provisions thereof shall be effective until or unless both the employer and the recognized employee organization representing the employees of the unit shall agree thereto in a written agreement made and executed in the same manner and to the same extent as the agreement to be so modified or changed was made and executed; provided, however, that nothing contained in these bylaws shall be construed to authorize the public officers of public employees of the school district to avoid, surrender, or delegate any duties or responsibilities imposed upon them by law nor to require any employee or employee organization to surrender any rights or privileges guaranteed to them by law.
- 1.5 If the employer and the representative organization shall not have concluded an agreement at least 120 days prior to the end of the school district fiscal year, then either party shall request the Public Employees Relations Board to render such assistance as possible.
- 1.6 Each negotiated agreement may provide for arbitration of any or all disputes arising between the employer and the representative organization in respect of the meaning or application of the terms and conditions of the agreement and to provide that such

arbitration procedures must be pursued as a condition precedent to the commencing of any action by proceeding before the Public Employment Relations Board or in a court of competent jurisdiction for the construction of the negotiated agreement; provided, however, that nothing contained therein shall be construed to authorize such arbitrators to supply or delete provisions in such agreement.

Section 2. Procedural Matters

- 2.1 In the event either party wishes to amend this agreement, notice must be given by December 1st during the final school year of the life of this agreement. Failure of a party to comply with this deadline shall prohibit said party from proposing amendments to the contract for that year. Negotiations concerning such proposed amendments shall proceed in accordance with the procedures listed in Article II, Section 1, Sections 1.1-1.6. Amendments resulting from such negotiations shall take effect the following July 1.
- 2.2 It is agreed that all items to be negotiated shall be submitted as a package by Local 200U at the first meeting of the negotiating teams by the authorized representatives of the Jordan-Elbridge Central School District and Local 200U. The District shall submit its proposals as a package at a second meeting.
- 2.3 It is further agreed that no single item to be negotiated will receive final agreement until the total package has been negotiated and is ready for final ratification by both parent bodies.
- 2.4 It is agreed that both parties shall exchange information and furnish each other, upon written request within a reasonable amount of time, fundamental information pertinent to the issue under consideration.
- 2.5 It is further agreed that the proceedings of negotiations prior to reaching agreement or impasse shall not be released for publication to the communication field unless such release has prior approval of both negotiation teams.
- 2.6 It is agreed that neither the Board of Education nor the Association will seek to amend any provision(s) of this agreement which result in any modification of this agreement prior to July 1, 2002.

Section 3. Conformity to Law

- 3.1 Saving Clause: The terms of this contract shall not apply in any case where it is inconsistent with constitutional, statutory, or other legal provisions. If any provision of this agreement is found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be modified forthwith by the parties hereto to the extent necessary to confirm thereto. In such case, all other provisions of this agreement shall remain in effect.

Under an amendment to the Taylor Law, passed in April, 1969, by the Legislature, copies of Section 204-a must be furnished by June 1 (within 60 days after the effective date) to every public employee by the chief fiscal officer of each public employer.

A copy of the section also must be supplied to every new employee when he/she is

hired. In addition, notice of this provision must be given by employee organizations to every member when written agreements come up for ratification, both in writing and verbally, at the ratification meeting.

3.2 Taylor Law Clause: Section 204-a:

Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement:

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.

Within sixty days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provision of this section.

ARTICLE III GRIEVANCE PROCEDURE

Section 1 - Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its employees is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education (hereinafter sometimes referred to as the Board) and its employees are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

Section 2 - Definitions

- 2.1 A Grievance shall mean any claimed violation, misinterpretation, misapplication, or inequitable application of the terms of this agreement.
- 2.2 The term Supervisor shall mean any principal, assistant principal, immediate superior, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Chief Executive Officer.
- 2.3 The Chief Officer- Superintendent.
- 2.4 Association shall mean Local 200U, Service Employees International Union, AFL-CIO.
- 2.5 Aggrieved Party shall mean the association and/or any person or group of persons in the negotiating unit filing a grievance.
- 2.6 Employee shall mean a member of the negotiating unit.
- 2.7 Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

Section 3 - Procedures

- 3.1 Except at the informal stage all grievances shall include the name and position of the aggrieved party, the identity of the provision of this agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 3.2 Except for the informal decisions at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the employee and the Association.
- 3.3 If a grievance affects a group of employees or appears to the association to be

associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.

- 3.4 The preparation and processing of grievances, shall be conducted during non-working hours of the employee(s) involved unless the supervisor otherwise agrees. All reasonable effort will be made to avoid interruption of work activity and to avoid involvement of students in any phase of the grievance procedure.
- 3.5 The Board of Education and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.
- 3.6 Except as otherwise provided in Sections 5.1A and 5.1B, an aggrieved party or representative shall have the right at all stages of a grievance to confront and cross examine all witnesses called against the aggrieved to testify and to call supporting witnesses and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
- 3.7 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administrative against the aggrieved party, any representative, any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- 3.8 Forms for filing grievances, serving notices, making appeals and making reports and recommendations, and other necessary documents, will be developed jointly by the Association and the Chief Executive Officer. The Chief Executive Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
- 3.9 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 3.10 Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.
- 3.11 The grievant may select any representative at Stages 1, 2 and 3 of this procedure, except that such representative may not be representative of a competing employee organization.
- 3.12 If any provisions of this grievance procedure or any application thereof to any employee or group of employees in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

- 3.13 All parties involved in the grievance shall be responsible for accumulating and maintaining a Grievances Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1A and all written decisions at all stages.
- 3.14 The existence of the procedure hereby established shall not be deemed to require any employee to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any employee to pursue any other remedies available in any other form.
- 3.15 A detailed outline delineating the line and staff chain of command affecting those who would use this grievance procedure will be attached to and made a part of this grievance procedure.
- 3.16 Any employee to whom Level 1 does not apply shall have immediate recourse to Level 2 of the grievance procedure.

Section 4 - Time Limits

- 4.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- 4.2 No written grievance will be entertained as described below, and such grievance will be deemed waived, unless written grievance is forwarded at the first available stage within fifteen (15) school days after the employee knew or should have known of the act or condition on which the grievance is based.
- 4.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
- 4.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, the party's representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- 4.5 In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits may be exhausted prior to the end of the school term or as soon thereafter as is possible.

Section 5 - Stages of Grievance

- 5.1 Stage 1: Supervisor
 - a. An employee having a grievance will discuss it with the immediate supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties. If the employee submits the grievance through a representative, the employee may be present during the discussion of the grievance.

- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within five (5) school days after the written grievance is presented, the supervisor shall, render a decision thereon, in writing, and present it to the employee, the employee's representative and the Association. No written grievance will be entertained as described herein, and such grievance will be deemed waived unless written grievance is forwarded at this first available stage within fifteen (15) school days after the employee knew or should have known of the act or condition on which the grievance is based.

5.2 Stage 2: Chief Executive Officer

- a. If the employee initiating the grievance and/or the Association are not satisfied with the written decision at the conclusion of Stage 1, a written appeal of the decision at Stage 1 with the Chief Executive Officer may be filed within ten (10) school days after the employee has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- b. Within ten (10) school days after receipt of the appeal, the Chief Executive Officer, or a duly authorized representative, shall hold a hearing with the employee, the employee's representative and all other parties in interest.
- c. The Chief Executive Officer shall render a decision in writing to the employee, the employee's representative and the Association within ten (10) school days after the conclusion of the hearing.

5.3 Stage 3: Board of Education

- a. If the employee and/or the Association are not satisfied with the decision at Stage 2, an appeal may be filed in writing with the Board of Education within fifteen (15) school days after receiving the decision at Stage 2.
- b. Within ten (10) school days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- c. Within ten (10) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance. Such decision shall be promptly transmitted to the grievant and all parties.

5.4 Stage 4: Binding Arbitration

- a. After such hearing, if the employee and the Association are not satisfied with the decision at Stage 3, and the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice personally served or mailed by certified mail return receipt requested to the Board of Education and Chief Executive Officer within fifteen (15) school days of the decision at Stage 3.

Submission of a grievance at this stage shall constitute the sole means for resolving the grievance. Election of an alternative course of action or remedy prior to the submission of a grievance at this stage shall be considered to be

a waiver of the right of an employee to thereafter seek recourse by means of the grievance procedure.

- b. Within five (5) school days after such written notice of submission to arbitration, the Board of Education and the Association will agree upon a mutually acceptable arbitrator competent in the area of grievance and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within eight (8) days, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The selected arbitrator will hear the matter promptly and will issue a decision not later than fourteen (14) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions on the issues.
- d. The arbitrator shall have no power to add to, modify or delete any of the provisions of this agreement.
- e. The parties further agree to accept the arbitrator's decision as final and binding upon them so long as the decision does not imply any obligation which is not specifically set forth in this agreement or requires the commission of an act prohibited by law, regulation, directive, or other obligation binding upon the Board.
- f. Costs of the services of the arbitrator will be borne equally by the Board of Education and Local 200U, SEIU, AFL-CIO.

ARTICLE IV TEMPORARY LEAVES OF ABSENCE

Section 1. Individual Sick Leave

- 1.1 Employees will be allowed one day sick leave per month of service on account of personal illness without loss of pay. Their annual allotment will be credited to their sick leave record on the first day of the school year on which they begin work. If not used, these days may accumulate to 200 days of sick leave.
- 1.2 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there- from are, for all job-related purposes, temporary disabilities and will be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment practices involving matters such as duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, reinstatement and payment under any health or temporary disability insurance or sick leave plan formal or informal shall be applied to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.
- 1.3 A doctor's certificate may be required for any illness, sickness, or injury that requires more than two consecutive days of time lost from the job. When requested, this certificate may be required before the employee is allowed to return to work.

Section 2. Leave on Account of Sickness in Family

- 2.1 Employees, other than Food Service Workers, will be allowed up to eight (8) days of absence per year without loss of pay on account of serious illness in the immediate family (immediate family being defined as: son or daughter, husband or wife, mother, father, sister, brother, or person occupying the position of parent). Days of absence for sickness in the immediate family shall be deductible from the employee's accumulated days of sick leave.
- 2.2 Food Service Workers will be allowed up to five (5) days of absence per year without loss of pay on account of serious illness in the immediate family (immediate family being defined as: son or daughter, husband or wife, mother, father, sister, brother, or person occupying the position of parent). Days of absence for sickness in the immediate family shall be deductible from the employee's accumulated days of sick leave.

Section 3. Sick Leave Bank

- 3.1 A Sick Leave Bank shall be established effective September 1, 1987. The intent of this Sick Leave Bank is to protect members from financial burden due to a major illness or injury. It is not intended to be a solution to the problem of exhaustion of a member's sick leave days. The Bank shall be administered according to the following guidelines:
 1. The Sick Leave Bank will be administered by the District.
 2. The Sick Leave Bank shall be established by the voluntary contribution of one day of accumulated sick leave per participating employee in the bargaining unit. This shall be accomplished by September 1. (Sick Leave

Bank Authorization Form - See Appendix D).

3. The maximum number of days in the Bank shall not exceed 40 days.
4. The District shall notify the Association when the number of days in reserve reaches 5 or less so that replenishment may take place.
5. Replenishment of days will be on the same basis as the establishment of the Bank.
6. There will be no more than one replenishment per year.
7. Only participating employees may draw on the Bank. A person withdrawing from participation in the Bank will not be able to withdraw contributed days.
8. An eligible employee drawing on the Bank must first exhaust all of his/her accumulated sick leave.
9. Members do not have to repay days borrowed.
10. A statement requesting use of Sick Bank days, including the approximate number of days requested, must be submitted to the District.
11. In case of an employee's incapacitation, requests may be submitted by a member of the employee's family.
12. Participating employees may draw on the Bank using the following guidelines:
 - a. one day for each year of full-time continuous service at Jordan-Elbridge.
 - b. one day for each two days of accumulated sick leave as of the beginning of the school year.
 - c. the number of days arrived at by (a) and (b) above will be limited to the number of school days remaining in the current school year.
13. It is understood that anyone added to the staff after the school year begins will be afforded the opportunity of joining the Sick Leave Bank during an open 30-day period; forms would be made available through the District Office upon request. Further, it is understood that employees who had not joined when the Sick Leave Bank was initially established would be given the opportunity to do so during the month of September of each school year.
14. The District may require medical documentation of any claim to the Bank at any time.

Section 4. Leave on Account of Death in Family

- 4.1 Employees will be allowed five (5) days of absence per death without loss of pay on account of death in the immediate family. Immediate family in this case being

defined as husband, wife, mother, father, guardian, son, daughter, sister, brother, grandparent, grand- child, and in-laws in each of the above categories.

- 4.2 Employees will be allowed one day to attend the funeral for any of the members of the extended family. The extended family in this case being aunt, uncle, niece, nephew, cousin, and in-laws in each of the above categories.

Days of absence for death in the family shall not be deductible from employee's accumulated days of sick leave.

Section 5. Leave Allowable for Court Attendance

- 5.1 If an employee's presence is required for Court service on a regular school day, the employee shall be excused for the period demanded by the court without loss of pay. These days of absence are not to be deductible from the employee's accumulated days of sick leave. Any compensation received for such court service shall be paid to the school district. Expense allowances received in connection with court service shall not be construed as compensation.
- 5.2 Proof of the necessity of Court service shall be furnished to the Board of Education through the Superintendent.
- 5.3 Court service is defined as being subpoenaed, as a witness in a case where the person is not a party, or serving Jury Duty.

Section 6. Leave Allowable for Quarantine

- 6.1 There shall be no loss of pay for absence of an employee for reasons of quarantine not due to the employee's personal illness. The number of days allowed for quarantine absence shall be the extent of said quarantine and these days are not to be deducted from the employee's sick leave.

Section 7. Personal Days

- 7.1 Two (2) days may be granted as personal business leave each year (not deductible from sick leave) at the discretion of the administrator in charge or the Superintendent of Schools. Such leave is subject to the conditions contained herein.
- 7.2 This personal business leave is to be used for matters which cannot be scheduled outside of school hours.
- 7.3 Requests for personal business leave shall be made on forms provided for the purpose and which shall be available in the building office. Except in an emergency situation, requests for personal business leave shall be made at least five (5) days in advance of the leave.
- 7.4 An employee in the negotiating unit who is employed on a twelve month basis may request an additional personal business leave day. Any request for an additional leave day in excess of that provided in section 7.1 shall be evaluated by the employee's designated supervisor and the Superintendent with action by the Board of Education at the next regular meeting of the Board.
- 7.5 It is understood that these days will not be used for extending a vacation or holiday

period; that is, the employee must work the day preceding and the day following the vacation or holiday period.

7.6 Personal business leave is leave which shall be available to staff. It is intended to be used to conduct personal business which cannot be conducted outside of normal school hours. Such leave shall not be used for social and recreational purposes.

7.7 At the end of each school year, any unused personal days shall be added to the employee's cumulative sick leave total.

Section 8. Leave Allowable on Account of Injury in the Performance of Duty

8.1 Absence due to injury incurred in the performance of duty shall be allowed as follows:

1. During the first year of service, absence shall be allowed up to one month. If worker's compensation applies, the school district will receive benefits while continuing to pay salary of the employee for one month. Thereafter, the employee will receive only worker's compensation benefits.
2. After more than one year of service, absence shall be allowed up to six months. If worker's compensation applies, the school district will receive benefits while continuing to pay salary of the employee for six months. Thereafter, employee will receive only worker's compensation benefits.
3. The Board of Education may at its discretion increase the amount of absence on this account.
4. These days of absence are not to be deducted from the employee's accumulated days of sick leave.
5. This leave will only apply if an employee is eligible for worker's compensation and the school district will actually receive the worker's compensation benefits.
6. Should an employee not be eligible for worker's compensation, the employee may request an extended unpaid leave of up to one year, at the discretion of the Board of Education, providing the employee is out on sick leave. An employee requesting such a leave shall notify the Superintendent in writing as soon as the decision to make this request has been made. The letter should indicate the probable length of leave being sought. The District may request substantiation of the disability by the employee's physician.

Section 9. Leave Allowable for Attendance by Employees at Conferences, Meetings, etc.:

9.1 On the approval of the Superintendent, staff members may be allowed leave to attend one-day conferences, meetings and "visiting days" without loss of pay. Requests must be approved by the building principal. Such day of absence is not deductible from the employee's accumulated days of sick leave. For conferences in excess of one school day, written request must be made to the Board of Education. The request must have the approval of the building principal and the Superintendent before submission to the Board of Education. Requests should be made at least one month in advance of the requested absence.

Section 10. Verification of Reasons for Absence

With the exception of the provisions contained in Article IV, section 1.3, the School District may request verification from an employee for any period of absence subject to the provisions of this article.

In the event that the District has a reasonable basis to believe that a member of the negotiating unit is inappropriate using benefits contained in section 1 or that there is a need to verify the ability of a member of the negotiating unit to perform his or her duties, the employee can be required to obtain verification of absence from school physician at school district cost or from the employee's at the employee's costs.

ARTICLE V EXTENDED LEAVES OF ABSENCE

Section 1. Parental Leave

- 1.1 An employee requesting parental leave shall notify the Superintendent in writing as soon as the decision to make this request has been made. The letter shall include the length of leave being sought as well as the probable date of its commencement.
- 1.2 The parental leave will be granted for not more than the balance of the school year in which the employee starts this leave, plus any part of an additional school year. Reasonable notice will be given by the employee of the date of intended return.
- 1.3 It is understood that staff members shall not be excluded from employment because of pregnancy; the district will not establish an arbitrary date for termination of parental leave; and the district will permit a pregnant employee to continue working as long as physically able to perform the duties of the position.

Section 2. Leave Allowable for Military Service

Civil Service Employees

- 2.1 Under Section 242-243 of the Military Law, Civil Service Employees ordered into active military service, without their consent, or volunteering, are entitled to military leaves of absence for the duration of such military duty. An employee on such a leave is entitled to reinstatement to the position provided application for such reinstatement is made within ninety (90) days after the termination of military duty. Reinstatement will be at the discretion of the Board following a request for such reinstatement within one year after the termination of military duty.
- 2.2 Under Military Law, Section 243, all employees of school districts (whether serving on probation or tenure or under a contract) are entitled to leaves of absence while engaged in the performance of military duty and must be reinstated after the termination of such military duty provided application is made for reinstatement within ninety (90) days after termination of such military duty or any time during terminal leave. Such employee may also be reinstated within one year at the discretion of the Board of Education.
- 2.3 Section 243 of the Military Law now defines the term "military duty" to exclude voluntary service in excess of four years performed after July 1, 1965, or the total of any voluntary service, additional or otherwise, in excess of four years performed after that day, except where such voluntary service is performed during a period of war or national emergency declared by the President.
- 2.4 Employees absent on military duty are also entitled to participate in the retirement system by personally paying the amount which they would have contributed to the retirement system had their employment been continuous. Such payments may be made any time while in military service or within five years after the employee has returned to his position.
- 2.5 Upon termination of the military service and reinstatement in the position as above stated, the employee is entitled to the same rate of salary and rights and privileges

with reference to promotion, transfer reinstatement or continuance in office, as would have been enjoyed had continuous employment been in effect. An employee who enters military service while on probation is entitled to credit for the period of military service as satisfactory probationary service. At the end of the probationary service, however, this does not have the effect of placing the employee on tenure.

2.6 If the position occupied by a public employee is abolished prior to the termination of military duty, the employee's name will be placed on a preferred eligible list and be appointed to the first vacancy in the same or a similar position in the school district.

2.7 As above indicated, the law does not provide for the mandatory payment of any salary during the period of absence for persons inducted into the armed forces under the selective service law. Such persons are entitled, however, to all the other benefits enumerated above. (Law Pamphlet II-State Education Department).

2.8 Members of Organized Militia or Reserve Force

Any employee of a school district who is a member of United States Military, New York State Militia or the armed forces of United States or any component thereof or reserve force is entitled to a leave for the duration of ordered military duty. The employee is also entitled to receive salary for a period of up to 30 days. The provisions of this section shall be interpreted in accordance with sections 242 and 243 of the Military Law.

ARTICLE VI VACATION AND HOLIDAYS

Section 1. Vacation for Custodial and Educational Office Staff

- 1.1 Vacations should be taken between July 1 and August 15, however, a maximum of two (2) weeks entitled or prorated vacation may be taken at any time during the school year with the approval of the Building Principal and the Superintendent. Building principals are to notify the Superintendent by May 1 of vacation schedules of their assigned building employees. Vacation entitlements are as follows:

| | |
|----------------------|------------------------------------|
| Completed 1- 4 years | 2 weeks (10 working days) |
| 5 -7 years | 3 weeks (15 working days) |
| 8- 15 years | 3 weeks + 2 days (17 working days) |
| Over 15 years | 4 weeks (20 working days) |

- 1.2 Vacation periods for employees covered under this agreement who work less than 12 months but more than 190 days shall be computed on a pro rata basis using 12 months as compared to months employee actually works. Any employee covered under this agreement who works 190 days or less shall not be entitled to paid vacation.
- 1.3 Employees in the negotiating unit who are eligible for vacation days may carry-over up to five (5) unused vacation days from one school year for use in the next school year. An employee who desires to carry over vacation time must submit a written request to the Superintendent or designee and must receive approval from the Superintendent or designee. An employee shall not be permitted at any time to vacation entitlement exceeding the current school year entitlement plus five (5) days. Days in excess of the maximum entitled that are not used shall be lost.

Section 2. Holidays for Twelve Month Educational Office Staff

- 2.1 If school is not in session, clerical employees shall be entitled to the following holidays: (if school is in session, employees are expected to work).

Holidays

| | | | | | |
|---------------|-----|----------------------|---|---------------|---|
| Labor Day | 1 | Christmas/New Year's | 4 | Easter | 2 |
| Columbus Day | 1 | Martin Luther King | 1 | *Memorial Day | 1 |
| Veteran's Day | 1 | **Lincoln's | 1 | *July 4 | 1 |
| Thanksgiving | 2-3 | **Washington's | 1 | | |

- 2.2 If school is not in session the day before Thanksgiving, all employees covered under this agreement shall not be required to work.

When Memorial Day or July 4th falls on Tuesday or Thursday, employees shall be entitled to the preceding Monday of the following Friday as the case may be, provided school is not in session.

****During those years the school calendar indicates a week-long winter vacation for students, both holidays will be taken during that vacation period. When holidays fall on Saturdays or Sundays, these days are to be taken when school is not in session and at a time convenient for all involved. There are to be no retroactive vacations or legal holidays. These are to be used during the current school year, or they are lost.**

Any employee covered under this agreement who works less than 12 months but more than 190 days shall be entitled to only those holidays that fall during their scheduled work period. Any employee covered under this agreement who works 190 days or less shall be entitled to seven (7) paid holidays.

- 2.3 The Board of Education does not wish anyone to endanger his/her life. The decision as to whether to come to school must be made by the worker on such days when school is closed because of inclement weather, however, should it be an absolute necessity for the clerical employee to work, then she will be compensated by:

- a. An equal amount of time off (when school is not in session or
- b. Extra remuneration at her regular rate of pay times the number of hours worked. The decision of "a" or "b" must be with the approval of the immediate supervisor.

Should any emergency closing days not be utilized as such by May 1, the District will revise the School Calendar by applying one additional day to the Memorial Day holiday.

Emergency Closings: Any other emergency closings of school will be at the discretion of the Superintendent.

Section 3. Holidays for Twelve Month Custodial Staff

| | | | | | |
|---------------|---|----------------------|---|---------------|---|
| Labor Day | 1 | Christmas/New Year's | 4 | Easter | 2 |
| Columbus Day | 1 | Martin Luther King | 1 | *Memorial Day | 1 |
| Veteran's Day | 1 | Washington's | 1 | *July 4 | 1 |
| Thanksgiving | 2 | | | | |

*In addition, when Memorial Day or July 4 falls on Tuesday or Thursday, the employees shall be entitled to the preceding Monday or following Friday as the case may be, provided school is not in session.

In addition to the above holidays, each employee shall be entitled to one additional holiday to be taken between January 2 and April 30, and one additional holiday to be taken during the Easter or Spring Vacation period (whichever is applicable to the school calendar of a specific year). These two holidays will be determined by the Superintendent.

Should any emergency closing days not be utilized as such by May 1, the District will revise the School Calendar by applying one additional day to the Memorial Day holiday.

Section 4.

In the event negotiations between the School District and CSEA result in the conferral of holidays during 2002-03, 2003-04, and 2004-05 school years for school bus drivers, negotiations will be reopened for the purpose of negotiating the subject of holidays for teacher aides.

ARTICLE VII HOURS OF WORK AND OVERTIME

Section 1. Overtime Hours

Hours worked in excess of forty (40) hours in a week will be paid at time and one-half the employees regular rate of pay.

Pyramiding premium rates for overtime will not be permitted. The maximum overtime or premium rate compensation will be at the rate of time and one-half.

Section 2. Calculation of Overtime Hours

Paid leave of absence for vacation, holiday, sick leave, personal leave, sickness in family or death in family shall be considered as straight time worked for the purpose of calculating overtime compensation.

Section 3. Call-In/Call-Back Pay

Any employee required to travel back to work after his or her shift shall be guaranteed two (2) hours work or two (2) hours pay. This section is not applicable to situations where a shift is extended, there is a change in work schedule or where employees are scheduled for building checks.

Section 4. Compensatory Time

In the event that overtime is worked, an individual employee may with the mutual consent of his or her supervisor utilize compensatory time within thirty (30) days of the date the overtime is worked. If compensatory time is not taken within thirty (30) days, then the time will be compensated at the appropriate rate.

ARTICLE VIII EMPLOYEE EVALUATION

Section 1.

In the event an evaluation sheet is filled out on an employee by his/her supervisor, it is to be reviewed at a conference and signed by both the employee and the supervisor.

Section 2.

Should the staff member fail to participate in the conference, it shall be noted on the written report. Employees not in agreement with the evaluation may state their objections in writing, date and sign the sheet on which the objections are recorded, and that sheet will be attached and remain with the district's evaluation.

Section 3.

All employees shall be given copies of evaluations made by his or her principal or supervisor and shall reserve the right to answer any derogatory statements made in this report.

ARTICLE IX DATA AND RECORDS

Section 1.

Bargaining unit employees shall have the right to review their personnel file. Copies of any non-confidential material contained in the personnel file of the bargaining unit employee or his or her representative shall be available to the employee or his/her representative.

Section 2.

The bargaining unit employee has the right to attach a rebuttal to any material placed in his or her personnel file.

Section 3.

A bargaining unit member may have access to his or her personnel file within five (5) working days after submitting to the office of Superintendent his or her request to revise its contents.

Section 4.

Time required to gain access to the personnel file of the employee when such access is desired in relation to a grievance shall not adversely affect the time limits stipulated in the grievance procedure providing that a request for access has been denied within five (5) days of the expiration of the time limits.

ARTICLE X VACANCIES, PROMOTIONS AND TRANSFERS

Section 1.

In the event of promotional openings, vacancies and possible transfer positions during the school year, the Superintendent shall notify the Association President, when administratively possible, within three (3) days, prior to public posting. Job openings which occur during the academic school year will be conspicuously posted in each school building.

A unit member interested in applying for a position will advise the District in writing of his/her interest in such position. Should the position become vacant during the summer and should the District decide to fill same, the District will advise the unit member about the position.

The posting will show at least the following:

- a. Job Title
- b. Anticipated building assignment(s)
- c. Starting wage rate and/or range of compensation
- d. Anticipated hours of work
- e. Qualifications and eligibility standards
- f. Date of post and date post is to be removed

Applicants must apply for jobs by submitting an application form to the Superintendent of Schools or his designee. The District shall provide the form.

Any employee who fails to apply for a posted job as provided, will be considered as having waived his rights, if any, as regards to the filling of such a job at that time.

In the event of transfer of existing Local 200U personnel within the district, such personnel shall receive credit for prior experience in the District for determining placement on a schedule of appropriate rate of pay.

When involuntary transfers are made from one position to another position, the transfer will be made only after a meeting with the bargaining unit member and the supervisor. When administratively possible, notice will be given to the union.

ARTICLE XI SENIORITY

Section 1.

Seniority shall begin from the effective date of service with the District and shall be based on continuous employment with the District within a job title, with the exception of unpaid leaves of absence. If conflict should arise between two (2) parties regarding the similarity in date of effective service, the date of appointment shall be the determining factor.

Section 2.

The following factors shall apply in the event of a layoff:

- 2.1 Qualifications and seniority must be the primary considerations in the layoff and reassignment of permanent employees. In the event of a layoff, affected employees shall have the option by order of job title seniority to either bump those employees with less job title seniority or accept the layoff providing that the requirements of subdivisions 2.2, 2.3 and 2.4 are met first.
- 2.2 Ability and skill to perform the work required on the job involved as determined by the employer.
- 2.3 The worker has the capacity to meet the physical requirements of the job.
- 2.4 Teacher aides who have been hired to provide services for a specific child or children shall not be subject to being displaced under the provision of this article.
- 2.5 In the event of a layoff, the District shall notify the Union of the number of employees and the job classifications affected.

Section 3.

Employees shall be recalled from layoff or returned to jobs from which they were bumped in reverse order of layoff; thus, when a vacancy occurs, it shall be filled by the employee with the greatest overall job title seniority who was displaced as a result of layoff or bumping.

ARTICLE XII INSURANCE

Section 1. Health Insurance (2002-03, 2003-04 and 2004-05 School Years)

- 1.1 The Board of Education agrees to assume the total cost (100%) of a Health Insurance Program with benefits equal to or exceeding the State Health Insurance Program as it existed September 1, 1981 for all employees and staff and 85% of dependent costs. In addition, in accordance with the State regulations, the Board of Education will continue to pay the full costs of this plan for former employees legally retired from the Jordan Elbridge Central School District.
- 1.2 Effective January 1, 1993, the major medical deductible shall be increased to \$100.00 for each individual and \$300.00 for each family.
- 1.3 Unit members are required to pre-notify the health insurance carrier or the healthcare administrator when they are to be admitted as an in-patient for non-emergency hospital treatment. Notification shall be made to the extent possible, at least one (1) week prior to admission.
- 1.4 In any case where a unit member seeks emergency treatment, the unit member is required to notify (by phone, by phonegram, by telegram or by any other reasonable means) the health care administrator or health program carrier of the treatment and admission to a health care facility within forty-eight (48) hours after admission (unless the unit member is incapacitated to the extent that neither the unit member or his immediate family can notify the health care administrator or health program carrier. The forty-eight (48) hour notification requirement does not include holiday and weekend periods when the health care administrator is not open to take such notification.
- 1.5 To the extent practicable, the pre-notification requirement and the forty-eight (48) hour emergency notification will be printed on the unit member's health insurance program card and distribution to unit members. The agency to be called and a phone number will also be provided on the card to the extent practicable. Unit employees will also receive a letter from the District detailing the new procedures. The pre-notification requirement and the forty-eight (48) hour emergency notification will be effective on January 1, 1993, or otherwise as mutually agreed upon by the parties.
- 1.6 It is agreed by both parties that the use of hospital emergency room facilities for ordinary or routine medical care that is not in the nature of emergency treatment is to be discouraged. The union will cooperate with the employer in advising members of the negotiating unit that they should avoid use of hospital emergency services for ordinary or routine medical care.

Section 2. Prescription Card

- 2.1 Effective February 1, 1986, the prescription drug card will be deleted for all members of the existing bargaining unit except those who will retire by July 21, 1986 and who serve written notice to retire to the Superintendent on or before February 1, 1986.
- 2.2 Teacher aides retired before September 1, 1985 will keep the prescription drug card.

- 2.3 Those teacher aides who wish to retain the prescription drug card will be allowed to retain the benefit if they assume 100% of the cost of the prescription drug card for either the individual or the family for as long as they choose to retain the benefit.
- 2.4 The decision to retain the benefit must be made in writing by January 15, 1986. Those teacher aides who do not take this option will sign a waiver by January 15, 1986 with the understanding that once the benefit is waived, the option will no longer apply.
- 2.5 It is understood that any teacher aide newly employed after February 1, 1986, will not have the prescription drug card benefit nor the option to purchase it.

Section 3.

- 3.1 In order to be eligible for health insurance upon retirement, the employee must have been employed in the negotiating unit on a continuous basis for ten (10) years or more immediately preceding the effective date of retirement and have participated in the health insurance program as a member of the negotiating unit on a continuous basis for one (1) year or more immediately preceding the effective date of retirement.
- 3.2 Effective July 1, 1992 eligible employees employed on a part time basis or less than full time shall receive insurance benefits on the basis provided in the agreement on a pro-rated basis.

Section 4. Dental Health Insurance (2002-03, 2003-04 and 2004-05 School Years)

Effective July 1, 1994, the Board of Education agrees to contribute up to \$135.00 per year per participating employee toward the cost of a dental health insurance program. The program offered Local 200U will be the same program adopted by the Jordan Elbridge Teachers' Association.

Effective July 1, 2000, the amount of \$135.00 shall be increased to \$145.00.

ARTICLE XIII
PROVISION OF COUNSEL FOR DEFENSE OF LAWSUITS

Section 1.

The District agrees to provide legal assistance in the defense of a lawsuit initiated by a student or his or her representative against an employee for actions or omissions arising out of the performance of duties by the employee providing the employee was acting in good faith within the scope of his or her employment.

Section 2.

The employee agrees to notify the District within no more than five (5) days after the receipt of a summons, complaint or other legal papers by delivering said documents to the School Superintendent. The employee further agrees to assist and fully cooperate in the defense of the lawsuit.

Section 3.

The Employer reserves the right to select counsel and/or to purchase insurance to cover its obligations under this article.

Section 4.

Employees shall report immediately and in writing to their supervisor all cases of assault and/or battery suffered by them in connection with their employment.

ARTICLE XIV
UNION RIGHTS and DUES DEDUCTIONS

Section 1.

The Superintendent shall provide a meeting place for monthly meetings for the members of the certified union.

Section 2.

Copies of the approved contract will be printed at Board expense and a copy given to each employee. New employees shall receive a copy at time of employment.

Section 3.

The District shall provide copies of this agreement and they will be given to all principals, assistant principals, and other administrators supervising Unit Employees.

Section 4.

Nothing contained herein shall be construed to deny or restrict to any employee rights he or she may have under Civil Service Law.

Section 5. The District shall provide payroll deductions for the following purpose:

- 5.1 An employee must submit to the District Office, on the approved form, a request for payroll deductions for Association and Union Dues during the month of September in order to be included in the first payroll of October or during the month of January in order to be included in the first payroll of February of any school year. The District shall deduct beginning with the first payroll period after submission of the proper form, the amount as indicated on the form. The above dates will not apply to employees hired after said dates. Those employees will be allowed thirty (30) days from the commencement of their employment to authorize such deductions.

The District will use a dues deductions form in implementing the deductions. Said form shall include a Revocation of Dues Deduction statement on the back side of the card. Such authorization and withdrawal shall be in compliance with Chapter 392 of the Laws of 1967, Section 202 of the Civil Service Law and Section 398 of the General Municipal Law.

- 5.2 The Union agrees to hold the Employer harmless in terms of indemnification against damages and the payment of reasonable attorneys' fees from any claims which may arise from Article XII, Section 5.1 or any claims by an employee arising from deductions made by the Employer. Once the funds are remitted to the Union their disposition is the exclusive obligation and responsibility of the Union.
- 5.3 The District agrees to notify the Union quarterly of employee terminations and to furnish the date, of hire along with the employee's address for all newly hired employees.

Section 6. Union Business Days

The District will make available to the Union a total of three (3) Union business days each year to be individually assigned by the President of each division. The individual assigned these days shall be released from his or her duties without loss of pay or a reduction in accumulated sick leave or personal leave.

Section 7. Labor Management Committee

A labor-management committee shall be established whereby employees covered by this Agreement, (not to exceed 3), a Union Staff Representative, and representatives of the District shall normally meet quarterly at mutually agreed upon times, to discuss the administration of the collective bargaining agreement, work related problems, and health and safety concerns.

ARTICLE XV SALARIES AND ALLOWANCES

Section 1. Salaries (2002-03, 2003-04 and 2004-05 School Years)

See Appendices A, B, and C.

Section 2. Local Retirement Benefit (2002-03, 2003-04 and 2004-05 School Years)

- 2.1 When a member of the staff with a minimum of 15 years of service in this District officially retires under the New York State Employees' Retirement System a retirement allowance will be paid in accordance with the following formula:
- 2.2 Subtract the first 50 days from the maximum of 200 accumulated sick leave days; the remaining days multiplied by \$16.00 will be granted. The maximum allowance under this section for any one member of the staff shall be \$2,400.00. Payment will be included in the last paycheck.
- 2.3 Effective July 1, 1995, subtract the first 50 days from the maximum of 200 accumulated sick leave days; the remaining days multiplied by \$18.00 will be granted. The maximum allowance under this section for any one member of the staff shall be \$2,700.00. Payment will be included in the last paycheck.

Section 3. Tuition Reimbursement

A tuition reimbursement program for employees shall be established, subject to the following conditions:

- 3.1 Employees who have completed three (3) years of service will be eligible.
- 3.2 The course must be work related.
- 3.3 The course must be approved by the Superintendent of Schools before it is taken.
- 3.4 Reimbursement shall be made only after successful completion of the course.
- 3.5 The District will make available up to five (5) tuition reimbursements for the teachers aide group, up to two (2) tuition reimbursements for the custodians group up to two (2) tuition reimbursements for the secretary's group and up to two (2) tuition reimbursement for the food service workers group. The tuition reimbursement will not exceed \$175.00 per person. Effective July 1, 1995, the amount of \$175.00 will be increased to \$200.00.

Where there are more requests for tuition reimbursements in one group than allowable in that group, the Superintendent will in granting or denying the tuition reimbursement request, consider the following:

1. Degree of relevancy
2. Date of application
3. Seniority

Section 4. Uniforms for Custodial Worker

The School District and Local 200 United agree that the School District may require Custodial Workers to wear a designated uniform. The School District may provide uniforms directly, or at its option, identify a uniform consisting of pants and shirt and select the vendor or vendors from whom the designated uniforms must be purchased. In the event the Superintendent of Schools or designee elects the purchase option, the School District will pay an amount not to exceed \$100.00 each school year for such purchases. The school district may arrange for directed payment to the vendor or reimburse the employee upon the presentation of a receipt. Uniforms or payment will be provided on or before September 1, each school year.

Section 5. Uniforms for Food Service Workers

Effective July 1, 2004, the amount of \$50.00 each school year for uniforms for food service workers shall be increased to \$75.00.

Section 6. Proration of Benefits

All benefits under this agreement will be prorated on the basis of full time equivalent status for the job title.

ARTICLE XVI MANAGEMENT RIGHTS

Section 1.

The Union recognizes that the District has the obligation of serving the public with high quality, efficient and economical educational services. Accordingly, the Union recognizes and agrees that the management of the District, the direction of its working force, and the exercise of the ordinary and customary functions of management, whether or not exercised by the District prior to the execution of this Agreement, shall be in the sole discretion and responsibility of the District, subject to the terms of this Agreement.

Section 2.

Without limiting the generality of the preceding sentences, the District subject to the terms of this agreement retains the sole and exclusive right to manage its educational services and to direct the working force, including, but not limited to, the right to decide the number and location of its educational service operations, the educational service operations to be conducted and rendered, and the methods, processes and means used in operating its educational services, and the control of the buildings, real estate, materials, its educational services; to determine the numbers and duties of employees; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend with or without pay and discharge employees, to hire, supervise, evaluate, layoff, assign, transfer, promote and determine the qualifications of employees; determine whether or not to subcontract, and to make the rules and regulations pertaining to employees covered by this agreement; to determine the starting and quitting time and the number of hours to be worked, subject only to such regulations governing the exercise of these rights as are expressly provided by law. The District reserves the right to reduce the work force at any time as conditions demand.

Section 3.

It is the intention of the parties that all of the rights, powers, and authority that the District had prior to the signing of this agreement are retained by the District and that with the exception of specific provisions of this agreement the District shall have unrestricted right to manage its affairs. This Agreement constitutes the full and complete commitments of the District to the Union.

ARTICLE XVII
SCOPE OF AGREEMENT

Section 1.

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to terms and conditions of employment and other subjects or matters not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the District and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any term and condition of employment or any other subject or matter not specifically referred to or covered in this agreement, even though such term and condition of employment or other subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they bargained or signed this agreement.

**ARTICLE XVIII
DURATION OF AGREEMENT**

Section 1.

This agreement shall become effective upon its approval by a majority of the members of Local 200U and a majority of the Jordan-Elbridge Board Members and shall be binding and in full force and effect from July 1, 2002 through June 30, 2005.

Section 2. Reopener for Disability Insurance

In the event that the school district agrees to provide disability insurance benefits under the New York Disability Benefits Law (DBL) to other employees covered by a negotiated agreement during the 2002-03, 2003-04 or 2004-05 school years, it agrees to reopen negotiations with Local 200 United to negotiate the subject of DBL coverage providing that Local 200U requests in writing the reopening of negotiations during the period July 1, 2002 through June 30, 2005.

In witness whereof the parties have hereunto set their hands and seals this 18 day of November, 2003.

Jordan Elbridge Central School
District

By Marilyn J. Dominick
Superintendent

By [Signature]
Clerk

Local 200 United, AFL-CIO

By Jerry Sennis
President, Local 200 United

By Mark A. Casler
President, Custodial Workers

By Michelle Santa Barbara
President, Teacher Aides/Assistants

By Dani K. S. [Signature]
President, Clerical Workers

By [Signature]
President, Food Service

APPENDIX A TEACHER AIDE SALARY SCHEDULE

Hourly Wage Rate

| <u>Step</u> | <u>2002-03</u> | <u>2003-04</u> | <u>2004-05</u> |
|-------------|----------------|----------------|----------------|
| 3 | 5.69 | 5.79 | 5.89 |
| 4 | 5.69 | 5.86 | 6.13 |
| 5 | 5.90 | 5.86 | 6.20 |
| 6 | 6.13 | 6.08 | 6.20 |
| 7 | 6.34 | 6.31 | 6.42 |
| 8 | 6.57 | 6.53 | 6.65 |
| 9 | 6.81 | 6.77 | 6.87 |
| 10 | 7.06 | 7.01 | 7.11 |
| 11 | 7.30 | 7.27 | 7.35 |
| 12 | 7.50 | 7.52 | 7.61 |
| 13 | 7.75 | 7.73 | 7.86 |
| 14 | 8.05 | 7.98 | 8.07 |
| 15 | 8.38 | 8.29 | 8.32 |
| 16 | 8.69 | 8.63 | 8.63 |
| 17 | 9.00 | 8.95 | 8.97 |

Teacher aides who are off schedule shall receive a three (3.0%) percent increase each year for the 2002-03, 2003-04 school years and a \$.34 cent increase for the 2004-05 school year.

For the 2002-03 and 2003-04 school years, the salary schedules shall be increased each year by three (3.00%) percent above the prior year amount. For the 2004-05 school year, the salary schedules shall be increased by thirty-four cents (\$.34) per hour above the prior year amount. The school district shall have the right to backfill and determine the starting rates for the initial steps of each schedule. In the event that a successor agreement is not reached between the parties before June 30, 2005, employees on the steps of the salary schedule who would normally be entitled to step movement shall not move on step on the salary schedule but shall be entitled to an increase in salary equal to the percentage increase of the United States Cities Consumer Price Index for All Urban Consumers for the period February, 2004 to February, 2005 or two and twenty-five hundredths (2.25%) percent whichever is less.

Section 2.

Teacher aide employees covered under this agreement will be expected to work on any Superintendent Workshop days or any other meeting days as designated by the Superintendent of Schools or the Board of Education without additional compensation provided such days fall between September 1st and June 30th and the total number of work days does not exceed the number specified on the employee's salary agreement.

Section 3.

The 2002-03, 2003-04, and 2004-05 school calendars adopted by the Board of Education

shall represent the period of service of 185 days for the teacher aide staff less days lost due to school closings.

Should any emergency closing days not be utilized as such by May 1, the District will revise the school calendar by applying one additional day to the Memorial Day Holiday.

Section 4. Longevity Payment

- 4.1 Beginning with the school year after an employee other than a Food Service Worker has completed ten (10) years of service and each school year thereafter, that employee will be entitled to a longevity payment of \$150.00. Beginning with the school year after an employee has completed fifteen (15) years of service and each school year thereafter, that employee will be entitled to a longevity payment of \$150.00 for a total longevity payment of \$300.00.
- 4.2 Beginning with the school year after a Food Service Worker has completed ten (10) years of service and each school year thereafter, that employee will be entitled to a longevity payment of \$125.00. Beginning with the school year after an employee has completed fifteen (15) years of service and each school year thereafter, that employee will be entitled to a longevity payment of \$125.00 for a total longevity payment of \$250.00.

Section 5. Compensation for Teacher Aides Serving as Substitute Teachers

- 5.1 When the District exercises its discretion to assign a teacher aide as a substitute teacher for a period of three or more hours per day, the District agrees to compensate the teacher aide at the rate paid to substitute teachers or the teacher aide rate, whichever is higher.
- 5.2 The District agrees that whenever a teacher aide is assigned to follow a lesson plan as a substitute in the absence of a teacher, that time will be counted as time worked as a substitute teacher. The District further agrees to notify teacher aides of their assignment as substitute teachers prior to such assignment.

Section 6. Summer School and FOSPA

Summer school and FOSPA will be posted. Teacher aides who are appointed to such positions will receive their regular rate of compensation providing that funding for the position is made available.

APPENDIX B
Stenographer I, Typist II and Clerk II
Salary Schedules

Hourly Wage Rate

| Step | 2002-03 | 2003-04 | 2004-05 |
|------|---------|---------|---------|
| 6 | 18,480 | 18,680 | 18,880 |
| 7 | 18,480 | 19,040 | 19,360 |
| 8 | 18,760 | 19,040 | 19,720 |
| 9 | 19,060 | 19,320 | 19,720 |
| 10 | 19,340 | 19,640 | 20,000 |
| 11 | 19,640 | 19,920 | 20,320 |
| 12 | 20,200 | 20,220 | 20,600 |
| 13 | 20,600 | 20,800 | 20,900 |
| 14 | 21,240 | 21,220 | 21,480 |
| 15 | 21,900 | 21,880 | 21,900 |
| 16 | 22,560 | 22,560 | 22,560 |
| 17 | 23,340 | 23,240 | 23,240 |
| 18 | 24,160 | 24,040 | 23,920 |
| 19 | 25,100 | 24,880 | 24,720 |
| 20 | 26,000 | 25,860 | 25,560 |
| 21 | 26,900 | 26,780 | 26,540 |
| 22 | 27,840 | 27,700 | 27,460 |

Stenographers, Typist II and Clerks who are off schedule shall receive a three (3.0%) percent increase each year for the 2002-03, 2003-04 school years and a \$.34 cent per hour increase for the 2004-05 school year.

For the 2003-04 and 2004-05 school years, the salary schedules shall be increased each year by three (3.00%) percent above the prior year amount. For the 2004-05 school year, the salary schedule shall be increased by thirty-four (\$.34) cents per hour. The school district shall have the right to backfill and determine the starting rates for the initial steps of each schedule. In the event that a successor agreement is not reached between the parties before June 30, 2005, employees on the steps of the salary schedule who would normally be entitled to step movement shall not move on step on the salary schedule but shall be entitled to an increase in salary equal to the percentage increase of the United States Cities Consumer Price Index for All Urban Consumers for the period February, 2004 to February, 2005 or two and twenty-five hundredths (2.25%) percent whichever is less.

**APPENDIX C
TYPIST I
Salary Schedule**

| Step | 2002-03 | 2003-04 | 2004-05 |
|------|---------|---------|---------|
| | | | |
| 5 | 17,020 | 17,220 | 17,420 |
| 6 | 17,020 | 17,540 | 17,900 |
| 7 | 17,520 | 17,540 | 18,220 |
| 8 | 18,000 | 18,040 | 18,220 |
| 9 | 18,480 | 18,540 | 18,720 |
| 10 | 18,980 | 19,040 | 19,220 |
| 11 | 19,480 | 19,540 | 19,720 |
| 12 | 19,980 | 20,060 | 20,220 |
| 13 | 20,600 | 20,580 | 20,740 |
| 14 | 21,240 | 21,220 | 21,260 |
| 15 | 21,900 | 21,880 | 21,900 |

Typists who are off schedule shall receive a three (3.0%) percent increase each year for the 2002-03, 2003-04 school years and a \$.34 cent increase for the 2004-05 school year.

For the 2003-04 and 2004-05 school years, the salary schedules shall be increased each year by three (3.00%) percent above the prior year amount. For the 2004-05 school year, the salary schedule shall be increased by thirty-four (\$.34) cents per hour. The school district shall have the right to backfill and determine the starting rates for the initial steps of each schedule. In the event that a successor agreement is not reached between the parties before June 30, 2005, employees on the steps of the salary schedule who would normally be entitled to step movement shall not move on step on the salary schedule but shall be entitled to an increase in salary equal to the percentage increase of the United States Cities Consumer Price Index for All Urban Consumers for the period February, 2004 to February, 2005 or two and twenty-five hundredths (2.25%) percent whichever is less.

The above schedules are based on 2,000 hours worked per year. Any employee working less hours shall have their contract salary figured using the following formula:

Hourly rate = salary amount from salary schedule divided by 2000.

Individual contract salary = hourly rate times the number of hours scheduled to be worked.

APPENDIX D
CUSTODIAL SALARY SCHEDULE

Hourly Wage Rate

| Step | 2002-03 | 2003-04 | 2004-05 |
|------|---------|---------|---------|
| | | | |
| 2 | 7.84 | 7.94 | 8.04 |
| 3 | 7.84 | 8.08 | 8.28 |
| 4 | 8.12 | 8.08 | 8.42 |
| 5 | 8.38 | 8.36 | 8.42 |
| 6 | 8.66 | 8.63 | 8.70 |
| 7 | 8.93 | 8.92 | 8.97 |
| 8 | 9.22 | 9.20 | 9.26 |
| 9 | 9.49 | 9.50 | 9.54 |
| 10 | 9.77 | 9.77 | 9.84 |
| 11 | 10.08 | 10.06 | 10.11 |
| 12 | 10.40 | 10.38 | 10.40 |

Custodial employees who are off schedule shall receive a a three (3.0%) percent increase each year for the 2002-03, 2003-04 school years and a \$.34 cent increase for the 2004-05 school year.

For the 2003-04 and 2004-05 school years, the salary schedules shall be increased each year by three (3.00%) percent above the prior year amount. For the 2004-05 school year, the salary schedule shall be increased by thirty-four (\$.34) cents per hour. The school district shall have the right to backfill and determine the starting rates for the initial steps of each schedule. In the event that a successor agreement is not reached between the parties before June 30, 2005, employees on the steps of the salary schedule who would normally be entitled to step movement shall not move on step on the salary schedule but shall be entitled to an increase in salary equal to the percentage increase of the United States Cities Consumer Price Index for All Urban Consumers for the period February, 2004 to February, 2005 or two and twenty-five hundredths (2.25%) percent whichever is less.

It is agreed that any custodian working on a holiday as defined in Article VI, Section 3 of this agreement, will be paid time and one-half for the hours worked on that day.

It is agreed that a custodian who is assigned in writing to work associated with a higher titled custodial or maintenance position for a period of ten (10) consecutive work days or more shall receive an increase of \$1.50 per hour in the base rate for time assigned.

APPENDIX E

FOOD SERVICE WORKER SALARY SCHEDULE

Section 1. Salary 2002-03, 2003-04, and 2004-05 School Years

- A. Hourly rates for returning Food Service Workers shall increase 3.0% for the 2002-03, 3.0% for the 2003-04 and \$0.34 per hour for the 2004-05 school years.
- B. Hourly rates for beginning Food Service Workers will be \$6.59 per hour for the 2002-03; \$6.79 per hour for the 2003-04 and \$7.13 per hour for the 2004-05 school years.
- C. Food Service Worker II shall be compensated at a rate of \$12.93 per hour for the 2002-03 school year; Food Service Worker II shall be compensated at a rate of \$13.32 per hour for the 2003-04 school year; and Food Service Worker II shall be compensated at a rate of \$13.66 per hour for the 2004-05 school year.
- D. Further, it is understood that should it be necessary for a regular food service employee to assume responsibilities of cook manager for a period of more than five (5) consecutive days, that employee shall be entitled to the hourly rate being paid for that more highly classified position for the entire period of substitute service at the higher classification.
- E. Payment for school sponsored banquets and dinners outside the regular work day shall be paid at a rate of \$1.50 per hour above the employee's regular rate of hourly payment for these extra services. District will establish a district-wide rotation list for receptions, dinners, and banquets by seniority and willing member.
- F. Food service employees covered under this agreement will be expected to work on any Superintendent workshop days or any other meeting days as designated, within the accepted days of employment stated in the salary agreement notice, by the Superintendent or the Board of Education without additional compensation.
- G. The 2002-03 through 2004-05 school calendars adopted by the Board of Education shall represent the period of service of 185 days for the cafeteria worker staff less days lost due to school closings.

Should any emergency closing days not be utilized as such by May 1, the District will revise the school calendar by applying one additional day to the Memorial Day Holiday.

APPENDIX F

TEACHING ASSISTANTS

Teacher Aide Schedule (Appendix A) + \$0.50/hour throughout

Hourly Wage Rate

| Step | 2002-03 | 2003-04 | 2004-05 |
|------|---------|---------|---------|
| | | | |
| 3 | 6.19 | 6.29 | 6.39 |
| 4 | 6.19 | 6.36 | 6.63 |
| 5 | 6.40 | 6.36 | 6.70 |
| 6 | 6.63 | 6.58 | 6.70 |
| 7 | 6.84 | 6.81 | 6.92 |
| 8 | 7.07 | 7.03 | 7.15 |
| 9 | 7.31 | 7.27 | 7.37 |
| 10 | 7.56 | 7.51 | 7.61 |
| 11 | 7.80 | 7.77 | 7.85 |
| 12 | 8.00 | 8.02 | 8.11 |
| 13 | 8.25 | 8.23 | 8.36 |
| 14 | 8.55 | 8.48 | 8.57 |
| 15 | 8.88 | 8.79 | 8.82 |
| 16 | 9.19 | 9.13 | 9.13 |
| 17 | 9.50 | 9.45 | 9.47 |

Teacher assistants who are off schedule shall receive a three (3.0%) percent increase each year for the 2002-03, 2003-04 school years and a \$.34 cent increase for the 2004-05 school year.

For the 2002-03 and 2003-04 school years, the salary schedules shall be increased each year by three (3.00%) percent above the prior year amount. For the 2004-05 school year, the salary schedules shall be increased by thirty-four cents (\$.34) per hour above the prior year amount. The school district shall have the right to backfill and determine the starting rates for the initial steps of each schedule. In the event that a successor agreement is not reached between the parties before June 30, 2005, employees on the steps of the salary schedule who would normally be entitled to step movement shall not move on step on the salary schedule but shall be entitled to an increase in salary equal to the percentage increase of the United States Cities Consumer Price Index for All Urban Consumers for the period February, 2004 to February, 2005 or two and twenty-five hundredths (2.25%) percent whichever is less.

Section 2.

Teacher assistant employees covered under this agreement will be expected to work on any Superintendent Workshop days or any other meeting days as designated by the Superintendent of Schools or the Board of Education without additional compensation provided such days fall between September 1st and June 30th and the total number of work days does not exceed the number specified on the employee's salary agreement.

Section 3.

The 2002-03, 2003-04, and 2004-05 school calendars adopted by the Board of Education shall represent the period of service of 185 days for the teacher assistant staff less days lost due to school closings.

Should any emergency closing days not be utilized as such by May 1, the District will revise the school calendar by applying one additional day to the Memorial Day Holiday.

APPENDIX G

JORDAN-ELBRIDGE CENTRAL SCHOOL DISTRICT
SICK LEAVE BANK AUTHORIZATION FORM

I, _____, hereby authorize the District to place one (1) day of my sick leave in the Sick Leave Bank. It is my understanding that I will be eligible to draw upon the Bank through written application to the Board of Education.

Employee's Signature

Date

cc: Employee
Local 200U
Sick Bank

October 15, 2003

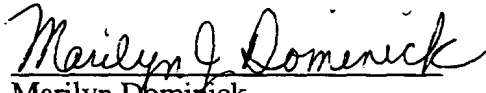
President
Local 200U SEIU, AFL-CIO
Hamilton Road
Jordan, New York

Dear Sir or Madam:

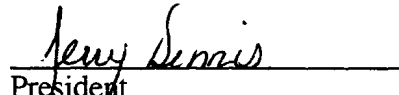
The purpose of this side letter is to explain the provisions of Article IX Seniority of the contractual agreement between the Jordan-Elbridge Central School District and Local 200United.

In the event that there is a layoff as provided in Section 1 of Article IX and a conflict arises because two or more teacher aides who commenced service on the same date and were appointed to their respective positions on the same date, the school district agrees to meet with a representative of Local 200U to discuss a means for resolving the tie between the two or more employees.

Sincerely,


Marilyn Dominick
Superintendent of Schools

On behalf of Local 200U, I have reviewed and consented to the terms of this letter.


President
Local 200U

MEMORANDUM OF UNDERSTANDING

When it is feasible, the District will use custodians from another building before it calls in substitute custodians. It is understood and agreed that the foregoing does not superficially apply to instances where custodial work must be completed due to the absence of a custodian.

FOR THE DISTRICT

FOR THE UNION

Marilyn J. Domeneck

Jerry Dennis

JORDAN ELBRIDGE CENTRAL SCHOOL DISTRICT

MARILYN J. DOMINICK
SUPERINTENDENT OF SCHOOLS

DISTRICT OFFICES
P.O. BOX 902, 9 CHAPPELL STREET, JORDAN, NEW YORK 13080
315-689-3978 • FAX 315-689-0084

January 8, 2004

Ms. Liz Golembeski, Vice-President
SEIU, Local 200-B
P.O. Box 1540
614 James St.
Syracuse, NY 13201

Dear Ms. Golembeski:

The purpose of this side letter is to explain and correct an error in the provisions of Appendix A, section 4, 4.2 of the 2002-2005 **AGREEMENT BETWEEN THE JORDAN ELBRIDGE CENTRAL SCHOOL DISTRICT AND THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 200 UNITED, AFL-CIO.**

Section 4.2 as initially drafted reads as follows:


4.2 Beginning with the school year after a Food Service Worker has completed ten (10) years of service and each school year thereafter, that employee will be entitled to a longevity payment of \$125.00. Beginning with the school year after an employee has completed fifteen (15) years of service and each school year thereafter, that employee will be entitled to a longevity payment of \$125.00 for a total longevity payment of \$250.00.

Section 4.2 should read as follows:

4.2 Beginning with the school year after a Food Service Worker has completed ten (10) years of service and each school year thereafter, that employee will be entitled to a longevity payment of \$125.00. Beginning with the school year after an employee has completed fifteen (15) years of service and each school year thereafter, that employee will be entitled to a longevity payment of \$150.00 for a total longevity payment of \$275.00.

This letter hereby confirms that the corrected provisions of section 4.2 are to be implemented as if they were contained within the initial draft of the contract as approved by the parties.

Sincerely,



Marilyn J. Dominick
Superintendent of Schools

MJD:jmb

Cc: Matthew Fletcher, Cayuga-Onondaga BOCES
William Hamilton, District Negotiator

